

Mrinalini Ingram
Vice President, Verizon Smart Communities
One Verizon Way
Basking Ridge, New Jersey

May 4, 2018

Charles B. Strome III
New Rochelle City Manager
City of New Rochelle
515 North Avenue
New Rochelle, NY 10801

Dear Charles:

Reference is made to (a) that certain Consulting Agreement For Professional Services For Establishing a Municipal Technology Infrastructure, dated August 2015 (the "2015 Consulting Agreement"), (b) the associated Rider to the Consulting Agreement as may have been amended (the "Rider"), and (c) the Letter Agreement dated September 20, 2017 (the "2017 Letter Agreement") which amended the 2015 Consulting Agreement and the Rider, all of which are between the City of New Rochelle (the "City") and Sensity Systems, Inc., successor to LQD Wi-Fi (New Rochelle), LLC, and wholly-owned subsidiary of Verizon Communications Inc. ("SSI"). The 2015 Consulting Agreement, the Rider, and the 2017 Letter Agreement are hereinafter collectively referred to as the "Consulting Agreement" and any references to the "Agreement" or "Rider" in such respective documents or this document shall refer to the Consulting Agreement as a whole.

This letter agreement hereby amends the Consulting Agreement in the following ways:

The following language shall be inserted at the end of Paragraph 2. of the Rider:

"The City agrees to permit SSI to tie into the City's electrical panels, and use the City's electric power, to power one (1) Verizon Digital Kiosk ("VDK") at the following location: 1 Station Plaza, New Rochelle, NY. SSI shall have no obligation to pay for either the use of the City's electric panels or any associated usage of electric power at the 1 Station Plaza location to power the VDK. Since, neither SSI's on-site technicians nor its engineers will have physical access to the City's electrical panels, physical access to the City's electrical panels for any reason, including power outage, will be provided by the City to SSI upon written request by SSI. This request must be addressed to the City's Property Manager, Attn: Rebecca Bonacci. Access to the electrical panels shall be granted during the City's business hours between 8:30 a.m. and 4:30 p.m. Eastern Time, provided however, that SSI's physical access to electrical panels must at all times be accompanied by the City's approved electrical contractor. In no event shall SSI be responsible or held liable for any failure to provide the services associated with the applicable VDKs due in whole or in part to a loss of power through no fault of VDK. In connection with SSI's use of the City's electrical panel and associated electrical power, SSI shall only be responsible for costs agreed upon in writing beforehand by the parties (e.g., if the parties agree beforehand on the cost, and agree to divide the cost, related to the City's electrical contractor's time and materials when such contractors are conducting support activities agreed upon by both parties)."

Except as modified by this amendment, all other terms, conditions and provisions of the Consulting Agreement, including the remainder of Paragraph 2. of the Rider, remain unchanged and in full force and effect.

I would appreciate you acknowledging the foregoing changes to the Consulting Agreement by signing below and returning a copy of this letter to me.

Regards,

Mrinalini Ingram



ACKNOWLEDGED AND AGREED:



 City of New Rochelle
Charles B. Strome III
City Manager, City of New Rochelle



Date